

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-S10		PAGE OF PAGES 1 47				
2. CONTRACT NO.			3. SOLICITATION NO. DCA100-98-R-0300		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 31 Jul 1998		6. REQUISITION/PURCHASE NO. SEE SCHEDULE			
7. ISSUED BY DEFENSE INFORMATION SYSTEMS AGENCY DITCO-NAT'L CAPITAL REGION, CODE DTN 701 SO. COURT HOUSE RD ARLINGTON VA 22204-2199				CODE 0ZD10		8. ADDRESS OFFER TO (If other than Item 7)						
NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".												
SOLICITATION												
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg T-5, Rm 504</u> until <u>14 00</u> local time <u>01 Sep 1998</u> (Hour) (Date)												
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.												
10. FOR INFORMATION CALL			A. NAME DEBRA A. ALBRECHT				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 703-607-6865					
11. TABLE OF CONTENTS												
SEC.		DESCRIPTION			PAGE(S)		SEC.		DESCRIPTION			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES						
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OFFER (Must be fully completed by offeror)												
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.												
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)					10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)												
19. ACCEPTED AS TO ITEMS NUMBER				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)						
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)						

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Administrative and Security Services for the Defense Information Systems Agency for the period 1 October 1998 through 30 September 1999 as described in SOW dated 28 May 1998 entitled "Administrative and Security Services"	1.00000	LO		
PURCHASE REQUEST NUMBER DD1PR83041					

TOT ESTIMATED PRICE

CEILING PRICE

Labor Rate Table: The following labor rate table represents fully loaded labor rates for each skill classification. The years cited are contract years. Regular (Reg) hours are from 7:00 AM to 11:00 PM Monday through Friday and Premium (Prem) hours are from 11:00 PM through 7:00 AM and all day Saturday, Sunday and holidays.

Skill Classification	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate
Project Manager	\$	\$	\$	\$
Site Supervisor	\$	\$	\$	\$
Administrative Spec	\$	\$	\$	\$
Security Spec (Reg)	\$	\$	\$	\$
Security Spec (Prem)	\$	\$	\$	\$

A Labor -Hour type of contract is anticipated.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Administrative and Security Services for the Defense Information Systems Agency for the period 1 October 1999 through 30 September 2000 as described in SOW dated 28 May 1998 entitled "Administrative and Security Services"	1.00000	LO		

TOT ESTIMATED PRICE

CEILING PRICE

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Administrative and Security Services for the Defense Information Systems Agency for the period 1 October 2000 through 30 September 2001 as described in SOW dated 28 May 1998 entitled "Administrative and Security Services"	1.00000	LO		

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Administrative and Security Services for the Defense Information Systems Agency for the period 1 October 2001 through 30 September 2002 as described in SOW dated 28 May 1998 entitled "Administrative and Security Services"	1.00000	LO		

TOT ESTIMATED PRICE
CEILING PRICE

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001		Government		Government
0002		Government		Government
0003		Government		Government
0004		Government		Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-6 Inspection--Time-And-Material And Labor-Hour JAN 1986

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

Period of Performance for Options

The period of performance for the options, if exercised, shall be as follows:

- a. Option 1 (CLIN 0002) performance period is twelve months following the Basic Period.
- b. Option 2 (CLIN 0003) performance period is twelve months following Option 1.
- c. Option 3 (CLIN 0004) performance period is twelve months following Option 2.

Delivery Schedule for Reports and Other Deliverables

The work and services required under the basic contract and options, if exercised, shall be completed and delivered in accordance with the delivery dates contained in the Statement of Work (SOW).

Period of Performance

Performance under this contract shall be from 1 October 1998 through 30 September 1999.

Place of Performance

Services under this contract are required to be performed at the following location (s): see SOW for list of locations.

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

Voucher Requirements for Labor-Hour Contracts

1. When submitting vouchers for payment, the Contractor shall identify separately the number of hours expended by labor category and all other charges applicable to the voucher period.
2. Distribution of vouchers for Labor-Hour contracts – The Contractor shall forward vouchers to the addresses below in a simultaneous mailing:
 - a. The original and six (6) copies to the Defense Contract Audit Agency (DCAA) office. The cognizant office address is:
 - b. One copy to the Contracting Officer's Representative (COR). The COR's address is:
3. In accordance with FAR 52.232-7, Payments under Time and Materials and Labor-Hour Contracts, five percent (5%) of the amount due for labor (not to exceed \$50,000) shall be withheld by the government until the execution and delivery of a release by the Contractor as provided in paragraph (f) of the subject clause. Therefore, beginning with the first voucher submitted, the Contractor shall clearly deduct five percent (5%) of direct labor (not exceed \$50,000) on each voucher.
4. All contract vouchers will be forwarded by the DCAA Contract Auditor to the Defense Contract Management Command (DCMC) Administrative Contracting Office (ACO), or to the Procuring Contracting Officer (PCO) who signed this contract if no DCMC ACO has been designated, for approval and transmittal to the cognizant disbursing office.

Contract Management

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract:

- a. Contracting Officer. All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.
- b. Contracting Officer's Representative (COR): A COR will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of the contract. All contacts with all agencies of the Government and interfacing with other contractors required in the performance of this contract will be accomplished only through the direction and with the coordination of the COR. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR.

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SECTION H Special Contract Requirements**CLAUSES INCORPORATED BY REFERENCE:****Wage Determination**

Service Contract Act Wage Determination Nr. XXX, dated XXX, is attached hereto and made a part hereof.

Identification of Government-Furnished Property

Pursuant to the "Government Property" clause herein, the Government will furnish the item(s) of property listed in Section J, Attachment 2, as Government-Furnished Property to the Contractor, F.O.B. destination for use in performance of this contract.

Conferences

The Contracting Officer, or his duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract. Any conferences or meetings shall be scheduled and coordinated with the Contracting Officer. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

Conflict of Interest

It is understood and agreed that the Contractor, under the terms of this contract, or through the performance of the Statement of Work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Contractor in an organizational conflict of interest, which could serve as a basis for excluding the Contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the Contractor to perform work, in contravention of the above understanding. It will be the Contractor's responsibility to identify any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the Contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system. This clause shall be included in any subcontracts awarded under this contract.

Work on a Government Installation

In performing work under this contract on a Government installation or in a Government building, the Contractor shall:

- a. Obtain and maintain the minimum kinds and amounts of insurance as specified by FAR 28.307-2.
- b. Conform to the specific safety requirements established by this contract.
- c. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.

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d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

Security

This document is unclassified, however a Top Secret Facility Clearance is required for the performance under this contract. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract. The Contractor shall conscientiously follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the Contracting Officer's Representative (COR).

Labor-Hour/Ceiling Price

1. Ceiling Price – The term “Ceiling Price” as used in the clause entitled “Payments Under Time and Materials and Labor-Hour Contracts” (FAR 52.232-7), shall mean the cumulative amount of all monies obligated under this contract. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in Section B, unless and until the Contracting Officer has notified the Contractor in writing that the ceiling price has been increased and has specified in the notice a revised ceiling price for performance under the contract.
2. Travel – All travel costs associated with this contract will be directly reimbursed at actual cost, not to exceed Volume II of the Joint Travel Regulation.
3. Labor-Hour Rates: Labor Rates – Labor rates and categories applicable to this contract are as listed below. The rates include wages, overhead, other indirect costs applicable to wages, G&A Expense and profit.

Skill Classification	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate
Project Manager	\$	\$	\$	\$
Site Supervisor	\$	\$	\$	\$
Administrative Spec	\$	\$	\$	\$
Security Spec (Reg)	\$	\$	\$	\$
Security Spec (Prem)	\$	\$	\$	\$

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.202-1	Definitions	OCT 1995
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.237-3	Continuity Of Services	JAN 1991
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.222-50	Nondisplacement of Qualified Workers	AUG 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.215-21	Alt I Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications Alternate I	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-1	Alt II Instructions to Offerors--Competitive Acquisition Alternate II	OCT 1997
52.215-1	Instructions to Offerors--Competitive Acquisition	OCT 1997
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	AUG 1996
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-15	Termination of Defined Benefit Pension Plans	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.217-8	Option To Extend Services	AUG 1989
52.217-9	Option To Extend The Term Of The Contract	MAR 1989
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	JUN 1997
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Handicapped Workers	APR 1984
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	APR 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment	MAY 1989

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	(Multiple Year And Option)	
52.223-2	Clean Air And Water	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-11	Restrictions On Certain Foreign Purchases	OCT 1996
52.227-1	Authorization and Consent	JUL 1995
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copy Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 1997
52.232-7 Alt II	Payments Under Time-And-Materials And Labor Hour Contracts Alternate II	JAN 1996
52.232-17	Interest	JUN 1996
52.232-7 Alt II	Payments Under Time-And-Materials And Labor Hour Contracts Alternate II	JAN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor	AUG 1987
52.244-3	Subcontracts (Time-And-Material And Labor-Hour Contracts)	OCT 1997
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.245-4	Government-Furnished Property (Short Form)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
52.253-1	Computer Generated Forms	JAN 1991
52.249-14	Excusable Delays	APR 1984
52.249-6 Alt IV	Termination (Cost Reimbursement) - Alternate IV	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.248-1	Value Engineering	MAR 1989
52.246-25	Limitation If Liability--Services	FEB 1997
252.203-7001	Special Prohibition On Employment	JUN 1997
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 1998
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7006	Notice Of Evaluation Preference For Small Disadvantaged Business Concerns	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988

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252.223-7006 Prohibition On Storage And Disposal Of Toxic And Hazardous Materials APR 1993
252.231-7000 Supplemental Cost Principles DEC 1991

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

252.203-7000 STATUTORY PROHIBITIONS ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES. (NOV 1995)

(a) "Definitions."

As used in this clause --

(1) "Armed Forces" means the uniformed military services, excluding the U.S. Coast Guard.

(2) "Compensation" means any payment, gift benefit, reward, favor, or gratuity which is provided directly or indirectly for services rendered by the person accepting such payment, gift, benefit, reward, favor, or gratuity, and which has a fair market value in excess of \$250. Compensation is indirectly provided if it is paid to an entity other than the individual, specifically in exchange for services performed by the individual.

(3) "Defense contractor" means an entity (including affiliates and subsidiaries which clearly engage in the performance of Department of Defense (DoD) contracts) that contracts directly with the DoD to supply goods or services. "Defense contractor" does not include a State or local government or any person who contract to supply the Department of Defense only commercial items.

(4) "Designated agency ethics official" means a DoD officer or employee who has been appointed to administer the provisions of the Ethics in Government Act, as amended.

(5) "Former DoD employee" means a person who served in the DoD in a civilian position for which the rate of pay was equal to or greater than the minimum rate of pay for grade GS-13 of the General Schedule, or served in the Armed Forces in a pay grade of 04 or higher.

(6) "Former DoD official" means --

(i) A former DoD employee who spent the majority of working days during the last two years of DoD service performing a procurement function relating to:

(A) A DoD contract, at a site or plant that was owned or operated by the Contractor, and which was the principal location of such person's performance of that procurement function; or

(B) A major defense system and, in the performance of such function, participated on any occasion personally and substantially in a manner involving decision making responsibilities with respect to a contract for that system through contact with the Contractor;

(ii) An individual who served in a civilian position for which the rate of pay is equal to or greater than the

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minimum rate of pay for a Senior Executive Service position or other executive position at the same or higher level, and an individual who served in the Armed Forces in the pay grade of 07 or higher, if such individual during the last two years of DoD service --

(A) Acted as one of the primary Government representatives in the negotiation with a defense contractor of a DoD contractual action in an amount in excess of \$10 million; or (B) Acted as one of the primary Government representatives in the negotiation of a settlement of an unresolved claim of such a defense contractor in an amount in excess of \$10 million. An unresolved claim shall be, for the purposes of this section, valued by the greater of the amount of the claim or the amount of the settlement.

(7) "Major defense contractor" means any business entity which, during the Government fiscal year preceding the Government fiscal year in which compensation was first provided to a former DoD employee, was awarded DoD contracts in a total amount of \$10 million or more.

(8) "Major defense system" means a combination of elements that will function together to produce the capability required to fulfill a mission need. Elements may include hardware, equipment, software, or any combination thereof, but exclude construction or other improvements to real property. A system shall be considered a major defense system if --

(i) The DoD is responsible for the system and the total expenditures (based on fiscal year 1980 constant dollars) for research, development, test and evaluation for the system, are estimated to exceed \$75 million or the eventual total expenditure for procurement is estimated to exceed \$300 million; or

(ii) The system is designated a major system by the head of the agency responsible for the system.

(9) "Negotiation" means exchanges of positions between representatives of positions between representatives of the Government and a contractor with the view of reaching agreement regarding respective liabilities of the parties on a particular contract or claim. It includes deliberations regarding contract specifications, terms of delivery, allowability of costs, pricing of change orders, etc.

(10) "Primary Government representative" means, if more than one Government representative is involved in any particular transaction, the official or officials supervising the Government's effort in the matter. To act as a "representative" requires personal and substantial participation in the transaction, by personal presence, telephone conversation, or similar involvement with representatives of a contractor.

(11) "Procurement-related function (or procurement function)" means any function relating to --

(i) The negotiation, award, administration, or approval of a contract;

(ii) The selection of a contractor;

(iii) The approval of a change in a contract;

(iv) The performance of quality assurance, operational and developmental testing, the approval of payment, or auditing under a contract; or

(v) The management of a procurement program.

(b) "Prohibition on compensation."

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(1) 10 U.S.C. 2397b and 2397c prohibit a major defense contractor from offering or providing any compensation valued in excess of \$250 to a former DoD official who left DoD service on or after April 16, 1987, and who, while employed by DoD, performed procurement-related functions in connection with that defense contractor. This prohibition runs for the two year period beginning on the date of the official's separation from service in DoD.

(2) The Contractor, if a major defense contractor, agrees not to provide, for the two year period, any compensation to the former DoD official.

(3) DoD employees may request from their Designated Agency Ethics Official (DAEO) a written opinion on the applicability of 10 U.S.C. 2397b prior to the acceptance of compensation. If the opinion of the DAEO is that the law is not applicable, and that the individual may accept compensation from the Contractor, there shall be a conclusive presumption that the offering and the acceptance of such compensation is not a violation of the statute.

(c) "Report concerning former DoD employees."

(1) The Contractor shall submit a separate written report, as described in paragraph (c)(2) of this clause, for each calendar year covered by this contract (extending through final payment) if the calendar year commenced after the end of a Government fiscal year in which the Contractor was awarded one or more DoD contracts aggregating \$10 million or more. In multidivisional corporations, the corporate headquarters, and each segment which contracts directly with the Government, shall report separately. Each report shall list those persons employed or otherwise compensated, who are former DoD employees who left service on or after April 16, 1987, if --

(i) They were compensated by the Contractor during the reporting period; and

(ii) The compensation was provided within two years after the person left service in the DoD.

(2) The report shall contain:

(i) Each person's name and the agency in which the person was employed or served on active duty during the last two years of service with DoD; (ii) Each person's job title(s) during the last two years of service with DoD, and a list of major defense systems on which each person performed any work;

(iii) A complete description (exclusive of proprietary information) of any work that each person is performing, or did perform, on behalf of the Contractor during the calendar year covered by the report. If the work is classified, the Contractor may use a generalized description which will not compromise its classified nature;

(iv) An identification of each major defense system on which each individual has performed any work on behalf of the Contractor.

(3) Submit each report not later than April 1 of the year following the end of the calendar year for which the report is being made. Send reports to the Office of the Assistant General Counsel (Legal Counsel), Standards of Conduct Office, Attn: OAGC/LC, Pentagon, Washington, DC 20301-1600.

(4) A properly executed DD Form 1787 (Employment, Report of DoD and Defense Related) may be submitted to satisfy the reporting requirement as to any single person.

(5) The Contractor need not submit duplicate reports to the Government. Submission of a report meeting the

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requirements of this clause, under another, concurrent contract with DoD will satisfy the reporting requirement of this contract.

(d) "Penalties for failure to comply -- (1) Civil fines." A Contractor who knowingly offers or provides any compensation to a former DoD official in violation of the statute, and who knew or should have known that the acceptance of such compensation would be in violation of such statute, shall be subject to a civil fine, not to exceed \$500,000.

(2) "Liquidated damages."

(i) For each knowing violation of the statutory prohibition on providing compensation, the Contractor agrees to pay to the Government as liquidated damages the greater of either \$100,000, or three times the total amount of compensation paid by the Contractor to the former DoD official during the period in which such compensation was in violation of the statutory prohibition.

(ii) Liability for liquidated damages under this clause survives final payment under this contract and may be recouped against payments due under other contracts with the Contractor.

(iii) Liquidated damages will be computed based upon the number of actual violations by the Contractor, and not on the number of contracts in which this clause appears.

(3) "Administrative penalty." If the Contractor knowingly fails to file a report in accordance with paragraph (c) of this clause, the Contractor shall be subject to an administrative penalty not to exceed \$10,000. The final determination of the penalty to be charged to the Contractor shall be made by the Secretary of Defense or designee after the Contractor is afforded an opportunity for an agency hearing on the record in accordance with agency hearing procedures. The Secretary's determination shall form a part of the record and shall be subject to judicial review under chapter 7 of title 5, United States Code.

(e) The rights and remedies under this clause are in addition to, and do not limit, any rights afforded the Government under this contract or as otherwise provided by law.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST

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OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JAN 1997)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 7381 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The _____ [insert name of SBA's contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(*Insert SIC code assigned to the acquisition by the contracting activity.)

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52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section 8(a) Direct Award (Jun 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility

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determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

Alternate A (Jun 1998)

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (NOV 1995)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To purchases of fibers and yarns that are for user in synthetic fabric or coated synthetic fabric, if such fabric is to be used as a component of an end item not classified in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA. (NOV 1995)

(a) Definitions. As used in this clause --

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(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

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- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all

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non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

252.243-7000 ENGINEERING CHANGE PROPOSALS (JUL 1997)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or

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"not less than" amounts**.

When the price** of the engineering change is \$500,000 or more, the Contractor shall submit--

A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required); and

(2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract

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administration office in accordance with Federal Acquisition Regulation subpart 42.5.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)

(a) Reporting criteria.

Reporting under this clause is required for--

(1) Offers exceeding \$10 million, if the Offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds \$500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding \$10 million, when any part that exceeds \$500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding \$500,000, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless a foreign place of performance is--

(i) The principal place of performance; and

(ii) Indicated by the Offeror's entry in the Place of Performance provision of the solicitation.

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(b) Submission of reports.

(1) The Offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The Contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The Contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to—Deputy Director of Defense Procurement (Foreign Contracting)
OUSD(A&T)DP(FC) Washington, DC 20301-3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) Flowdown requirements. (1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The Contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required.

(1) Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

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(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each

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nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

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SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY REFERENCE:

Attachment 1 – SOW dated 28 May 1998, entitled “ Administrative and Security Services”

Attachment 2 – List of Government Furnished Property

Attachment 3 – Wage Determination

DD Form 254 – Contract Security Classification Specification

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
52.204-5	Women-Owned Business	OCT 1995
52.222-21	Certification Of Nonsegregated Facilities	APR 1984
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal, state, or local government;

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* Other. State basis. _____

(d) Corporate Status.

* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

* Other corporate entity;

* Not a corporate entity:

* Sole proprietorship

* Partnership

* Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award

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of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

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(a) It operates as {time} an individual, {time} a partnership, {time} a nonprofit organization, {time} a joint venture, or {time} a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as {time} an individual, {time} a partnership, {time} a nonprofit organization, {time} a joint venture, or {time} a corporation, registered for business in (country) _____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7381.

(2) The small business size standard is \$9 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51

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percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) ☐ has not previously had contracts subject to the written affirmative action

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programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that --

- (a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

Certifications.

The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number

Country of Origin

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Line Item Number	NONQUALIFYING COUNTRY END PRODUCTS	Country of Origin (if known)

252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (JUN 1997)

(a) *Definition. Small disadvantaged business concern*, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.* Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

_____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

_____ Black American (U.S. citizen)

_____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

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_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

_____ Other

(c) *Certifications.* Complete the following--

(1) The offeror is _____ is not _____ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--

_____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.* Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	APR 1998
52.215-16	Contract Award	OCT 1995
52.216-1	Type Of Contract	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	APR 1984
52.237-1	Site Visit	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

Realism of Cost or Price Proposals

An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency between promised performance, the Technical Proposal, identified personnel resources, and cost/price, must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price must be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the offeror's understanding of the nature and scope of the work required and may adversely impact the offeror's standing upon evaluation. The burden of proof as to cost credibility rests with the offeror.

Instructions for Proposal Preparation (Labor-Hour)

The Cost Proposal shall contain the information requested in a-g below and shall be submitted as a separate volume.

- a. Standard Form 33, completed by the Offeror;
- b. RFP Section B, the schedule of items and prices inserted in the appropriate blank or spaces;
- c. RFP Section K, Certifications, Representations, and other Statements completed and duly signed by the Offeror;
- d. Evidence that they have met the personnel security and facility security requirements; and
- e. Evidence that the offeror is licensed and certified by the Commonwealth of Virginia, in accordance with Criminal Justice Services Board Regulations relating to Private Security Services, VR240-03-2.
- f. Description of qualifications for labor categories (see "Estimated Labor Categories" below).
- g. Hourly Labor Rates (see "Hourly Labor Rates" below)

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The Technical Proposal shall contain a description of the offeror's experience, qualifications, proposed Project Manager's, and past performance (see a, b, and c below).

a. Experience in Security Services Management and Administrative Security Support.

Offerors shall provide detailed technical descriptions of corporate-wide experience, either as a prime or subcontractor to include no more than eight (8) commercial and/or Government contracts awarded, being performed, or completed that: (a) fall any time within the last three years; and (b) are the offeror's most relevant (related) experience to the work specified in this RFP's Statement of Work. Information provided in this section should be described individually, and be a detailed and factual description of how the work was performed under each contract. This information demonstrates the offeror's capability to perform the stated work. For each contract listed the offeror should separately identify any and all key individuals who worked on these contracts who are currently with the company. In addition, the offeror shall provide a narrative that details how this experience relates to this RFP's Statement of Work.

This segment is limited to 8 pages of written text and up to 8 figures/tables/diagrams/charts for a 16 page maximum.

b. Past Performance.

Offerors shall provide the following information about each of the contracts (no more than eight) corresponding to those described in experience above:

- (1) Name of commercial company or Government agency and/or contracting activity
- (2) Contract Number and/or Task Order Number
- (3) Contract type(s)
- (4) Total contract value (both potential and funded)
- (5) Title of work, program or system
- (6) Contracting Officer's (including ACO's if available) name, phone, fax number, and e-mail address
- (7) Program Manager, COR or end user's name, phone, fax number and e-mail address
- (8) List of subcontractors
- (9) Narrative

The narrative shall not include detailed technical descriptions of the work performed as this should be included in the experience paragraph above. Information provided under narrative shall also address subjective or qualitative data about the performance of work including programs encountered which may surface in past performance questionnaires from prior customers.

This segment is limited to 16 pages maximum.

c. Qualifications of Proposed Project Manager and Site Supervisors

Offerors shall include the resume and any other relevant documentation relative to their proposed Project Manager and Site Supervisors, to establish his/her background and experience for those positions.

This segment is limited to 30 pages of written text.

Estimated Labor Categories

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In the Government's judgment, the types) of labor categories required for performance of this proposed contract are as set forth and defined below. However, offerors shall propose labor categories in accordance with their own accounting/personnel system and their own plan for performance of contract requirements. Offerors shall provide a description of qualifications for each of the proposed labor categories so that the Government can determine whether they are equivalent to the categories set forth below by the Government, and whether they are necessary and appropriate for the contract effort. The successful offeror's labor categories and negotiated loaded rates (as requested in paragraph D below) will be incorporated into any resultant contract.

Estimated Labor Categories: Project Manager
Site Supervisor
Administrative Specialist
Security Specialist

Hourly Labor Rates

The offeror shall include in its Cost Proposal, a schedule of loaded hourly rates to be used under the proposed contract. This schedule shall contain, by proposed labor category, all of the component parts of the offeror's proposed loaded hourly rates, i.e., base rate, overhead, fringe benefits, G&A, and profit/fee. After negotiation the loaded labor rates shall be incorporated into any resultant contract.

Other Indirect Rates

Offerors are hereby notified that any indirect rates (whether applied to the hourly rates or ODC's) not identified therein, shall not be an allowed cost under the resultant contract.

Estimated Level Of Effort/Not-to-Exceed Labor-Hour Ceiling: Below is the Government's estimated labor categories and the associated level of effort. This estimate is provided for proposal purposes only. All offerors shall propose these precise levels of effort for purposes of evaluation of costs.

Base Year

Labor Category	Rate	Est Hours	Total \$
Project Manager		2,080	
Site Supervisor		18,720	
Administrative Spec		2,080	
Security Spec (Reg)		128,960	
Security Spec (Prem)		56,160	
Totals:		208,000	

First Option Year

Labor Category	Rate	Est Hours	Total \$
Project Manager		2,080	
Site Supervisor		18,720	
Administrative Spec		2,080	
Security Spec (Reg)		128,960	
Security Spec (Prem)		56,160	
Totals:		208,000	

Second Option Year

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Labor Category	Rate	Est Hours	Total \$
Project Manager		2,080	
Site Supervisor		18,720	
Administrative Spec		2,080	
Security Spec (Reg)		128,960	
Security Spec (Prem)		56,160	

Totals: 208,000

Third Option Year

Labor Category	Rate	Est Hours	Total \$
Project Manager		2,080	
Site Supervisor		18,720	
Administrative Spec		2,080	
Security Spec (Reg)		128,960	
Security Spec (Prem)		56,160	

Totals: 208,000

The anticipated award date of a contract, as a result of this solicitation, is 1 October 1998.

Request for Clarification

All communications and, specifically, requests for clarification and/or information concerning this solicitation must be submitted in writing to the Contract Specialist at the address in block 7 of the SF 33.

No information or clarification concerning this solicitation will be provided in response to telephone calls from offerors. All requests must be made in writing no later than 6 August 1998.

Delivery of Proposal

If the proposal is hand-carried to DISA, it must be delivered by the carrier to the Defense Information Technology Contracting Office -National Capital Region (DITCO-NCR), Building T-5, Room 504 by 1400 on 11 August 1998.

52.233-2 SERVICE OF PROTEST (AUG.1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Defense Information Systems Agency, DTICO-NCR, 701 S. Court House Road, Arlington, Virginia 22204.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBICA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBICA is a correct forum.)

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52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

Evaluation Criteria for Award

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

1. Experience
2. Past Performance
3. Project Manager and Site Supervisors Qualifications
4. Price

The Government will award the contract for administrative and security services to the offeror whose proposal represents the best overall value to the Government. The Government will determine the best overall value on the basis of comparison of offers, offeror's capability, and the risks associated with these capabilities, considering all the information provided by each offeror and/or as researched by the Government. The Government intends to award the contract without discussions.

Capability. The Government will evaluate the capability of the offeror based on experience, past performance, and qualifications of proposed Project Manager and Site Supervisors.

1. Experience. The Government will assess each offeror's corporate contracts to determine, during the past three years, how many examples of work and how closely related that work was to the work cited in this requirement as compared to the nature, difficulties, complexity, and uncertainties, and risks associated with performing the work that will be required under the prospective contract.

2. Past Performance. Past performance is a measure of the degree to which an offeror has kept its previous contractual promises and thus satisfied its customers. In the investigation of an offeror's past performance the Government will contact former commercial customers and/or Government agencies, and other private and public sources of information. The Government will evaluate the performance of the offeror's work experience based on the following survey/questionnaire criteria:

a. Quality of administrative and security services provided, involving project management/monitoring, employee staffing (including unplanned or surge requirements, plus the ability to maintain a skilled staff), security procedures, and professional management experience;

b. Reasonableness and accuracy of cost proposals and ability to control/minimize costs;

c. Business management and relations including proactive communications, cooperation, flexibility, integrity, and problem solving;

d. Whether or not the customer would choose this contractor again, if given the opportunity.

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Cost/Price. These will be evaluated based on cost reasonableness, cost realism, affordability, and/or overall cost to the Government. Analysis will be made of both the offeror's proposed loaded labor rates as well as the total Not-to-Exceed Labor-Hour Ceiling amount proposed by the offeror. The offeror is cautioned not to submit unrealistically low figures.

3. Qualifications of Proposed Project Manager and Site Supervisors. The Government will consider the offeror's proposed Project Manager's and Site Supervisors' prior experience and overall qualifications necessary for performance of the work. Project Manager resumes will be evaluated using the criteria found in the GS-0080 (Security Specialist) classification guidance at the GS 13 level. Site Supervisors resumes will be evaluated using the GS-0085 (Security Guard) classification guidance at the GS 9 and GS 11 levels. Information may be found at www.opm.gov/fedclass/html/gsseries.htm.

Determining Best Overall Value.

1. Technical. The Contracting Officer will ask each of the technical evaluators to evaluate all of the proposals assigning a score to each individual (non-cost/price) evaluation factor and sub-factor listed above, in addition to a narrative assessment supporting each score. Then the Contracting Officer will calculate an overall technical score of each offer based on the relative/weighted importance of each of the above factors and sub-factors. Once this technical score is established and initial ranking of the proposals takes place on a technical basis, this quantitative score is no longer used but the qualitative narrative stating strengths, weaknesses, and risks will be used for purposes of best value trade-off analysis.
2. Cost. The Contracting Officer will simultaneously have the Offers ranked from lowest overall cost to the Government (considering cost realism, attainability, affordability, reasonableness, and risk to the Government) to highest overall cost (or price) to the Government. These overall cost or expected value figures will continue to be used throughout the remaining best value trade-off process.
3. Initial Best-Value Comparison. If the proposal with the lowest overall cost also has the highest overall technical score, the proposal would reflect the best overall value to the Government.
4. Paired Trade-Off Analysis. In order to determine which Offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons. If this initial lowest priced/cost offer did not have the highest overall technical score, then the next highest priced/cost offer would be paired with it to determine whether the marginal increase in price is worth the marginal differences in technical strengths, weakness, and risks. The comparative results are then documented. Obviously if the next highest priced/cost offer also has a lower technical score then the marginal differences are documented and it is set aside. This paired comparison process continues until any of the following situations occurs:
 - a. no marginal increase in cost presents a greater value than the initial Offeror's technical merits;
 - b. the proposal with the highest overall price/cost has such technical merit that it represents a greater overall value than any of the other lower cost proposals, or
 - c. somewhere in between, after each and every pair of Offerors has been compared, the Contracting Officer will identify the Offeror representing the best overall value and document why it is so justified.

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Relative Importance of the Factors: The evaluation factors are ranked below in descending order of importance:

1. Experience
2. Past Performance
3. Qualifications of Project Manager and Site Supervisor
4. Cost/Price.

In deciding which of the offerors submitting an offer is the best overall value, the Government will consider an offeror's capability (items 1, 2 and 3) and the Government's level of confidence in that offer to be significantly more important than cost/price. Subfactors a and c under factor 2 are approximately twice as important as subfactors b and d. The offeror's capability will be the basis for developing the Government's level of confidence. The Government's risk assessment and level of confidence assessment will be used to determine the expected value of the promises made by the offeror.